

GS-35F-0480V

June 4, 2009

OLCR Inc

**HUBZone &
Service-Disabled Veteran-Owned Company**

132-52 IT Electronic Commerce Services

OLCR Inc a SDVO/HubZone Company
offering satellite/cable services in US**OLCR provides Satellite/Cable /IPTV Services -**

Our subscribers enjoy access to over 265 channels of 100% digital picture and sound, over 130 HD channels, exclusive programming and the most comprehensive collection of sports programming available anywhere, including a variety of Sports. We offer access to quality programming delivered to VA Hospitals, waiting rooms, office buildings, Military Installations, Military housing, Nursing Homes, airports, hotels, restaurants, private hospitals, airplanes, automobiles and portable electronics. They are plugged into the best entertainment, sports and news.

We are defining the best TV experience in the world through a compelling mix of content, technology and service. We've contributed to the evolution of TV with our HD programming, interactive features, digital video recorder (DVR) services, quality customer service, and electronic program guide (EPG).

When think of satellite and cable providers you think of

Time Warner, Cox, Comcast, Direct TV, Dish Network, Verizon, BrightHouse

Now will you also think of OLCR Inc.,

Schedule Offers**Satellite/
Cable****TV programming for more
than 230 Channels & local
stations****IPTV****Satellite/Cable programming
for TVs & Computer
Workstation****Data/ISP
Services**Point to point data circuits T-1
/ DS-3 & Internet Services**VoIP/SIP**Session Initiation Protocol
(SIP) trunking is the use of
voice over IP (VoIP) to
facilitate the connection of a
private branch exchange (PBX)
to the Internet.**MPLS/
ETHERNET**Known as multi-protocol label
switching. MPLS is an
operating scheme that is used
to speed up the flow of traffic
on a network by making better
use of available network paths**ISDN
PRI/BRI**ISDN PRI connection supports
23 64 kbps B-channels and one
64 kbps D-channel (or 23B+D)
over a high speed DS1 (or T-1)
circuit.**Point of Contact:**20 East 5th Street; Chester PA 19013

(P) 866-675-5045 x8

(F) 610-862-9770

Email:GSA@OLCR.COM

Programming Packages	GSA Price per outlet
OI 35 Channels	\$1.78
OE 70 Channels	\$2.65
OC 130 Channels	\$3.61
Local Channels	\$4.82
NFL Net	\$1.16
Sports Choice	\$11.56
HBO Channels	\$11.55
HBO/Showtime	\$22.14
HBO/Showtime/Cinemax	\$30.81
Showtime Channels	\$11.55
Starz Channels	\$11.55
Unlimited Movies	\$33.70
XM Satellite Radio/Music Choice	\$28.88
Installation Head-End System	\$263.76
Standard/Regular Installation	\$172.81



Some of the Programming Currently Available

A&E HD	ABC Family
AMC	Animal Planet HD
BET	Big Ten Network HD
Bloomberg	Cartoon Network HD
CBS College Sports	Chiller
CMT HD	CNBC HD
CNN HD	CNN Headline News
Comedy Central	C-SPAN / C-SPAN2
Current TV	Discovery Channel
HD Theater HD	Discovery Health
E! Entertainment	ESPN,ESPN2 ESPN3
Fine Living	ESPNNews & Classic
FitTV	Fox Sport
Food Network HD	Fox Business Network HD
Fox Movie Channel	Fox News Channel
Fox Reality Channel	FUEL TV
Fuse	FX HD
G4	GEMS TV
GOD TV	Golf Channel HD
GSN	HDNet HD
History HD	IFC
Lifetime	LOGO
Military Channel	MSNBC
MTV HD/MTV2	National Geographic
NFL/NHL Network HD	Nickelodeon/Nick(East) HD
Oxygen	Nickelodeon/Nick (West)
REELZ Channel	RFD-TV
Science Channel HD	Sci-Fi HD
Sleuth	SOAPnet
Speed HD	Spike TV HD
TBS HD	TLC HD
TNT in HD HD	Travel Channel
truTV	TV Guide Channel
TV Land	TV One
USA Network HD	Versus HD
VH1 Classic	VH1 HD
We tv	The Weather Channel HD

Local channels available by area

Premium Movies Channels:

HBO, Starz, Showtime, Cinemax, TMC, Encore, & more

Premium Sport Packages College & Pro:

Football, Basketball, Baseball, Hockey, NASCAR
Tennis, Golf

Premium Music Packages:

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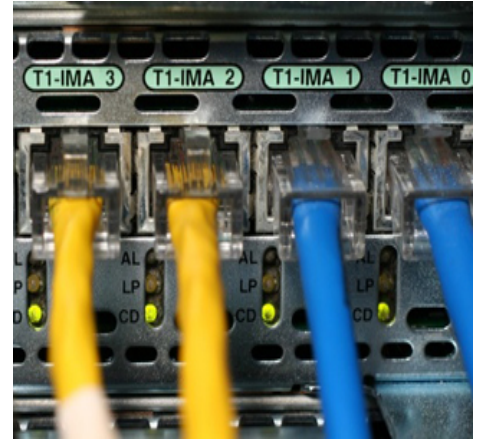
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<mailto:GSA@OLCR.COM>



Telecommunication Circuits	GSA Rate	Services Provide
T-1 Same State Same Lata	\$50.00 per mile	The service provides traditional Point-to-Point circuits (PTP), Metro- Ethernet, PRIs/BRIs service, MPLS, Internet services (ISP), VOIP and SIP trunks, Frame Relay
T-1 Same State Different Lata	\$75.00 per mile	
T-1 Different State Different Lata	\$85.00 per mile	
DS-3 Same State Same Lata	\$65.00 per mile	
DS-3 Same State Different Lata	\$90.00 per mile	
DS-3 Different State Different Lata	\$110.00 per mile	
OC3-48 Same State Same Lata	\$125.00 per mile	
OC3-48 Same State Different Lata	\$130.00 per mile	Telecomm Management & Consolidation Services
OC3-48 Different State Different Lata	\$140.00 per mile	
Telecomm Management & Consolidation Services	8.50%	



Product Line Card

- Local & Long Distance
- Internet Services
- ISDN PRI/BRI
- 10 to 100 Ethernet Services
- Data Circuit Private Lines
- Frame Relay
- Analog Lines

OLCR - **Primary Rate ISDN (PRI)** service uses the public telephone network to carry an all-digital signal that can satisfy your company's voice and data communications needs in the most efficient, flexible way possible.

With PRI service, you can:

- Combine voice and data communications with the flexibility to add capacity when you need it.
- Re-allocate capacity at any time.
- Expect 1.54 Mbps of capacity - the equivalent of a T-1 line.

OLCR Metro Ethernet

OLCR Metro Ethernet network uses Ethernet based networking technology with "ring" configuration with 50 ms failover if cable failure was detected.

OLCR Metro Ethernet network deliver Triple Play services consist of Data (Internet or Intranet), Voice (VoIP) and Video (Interactive TV and Multimedia) in a single infrastructure.

Metro-Ethernet is a service tailored toward both the Enterprise and Carrier markets, and provides a simple, cost effective platform for businesses to transport their data to a number of locations in London. By deploying Virtual-LAN's, customers can use the service for a number of connectivity options including:

- Deploying Ethernet connections between two or multiple on-net buildings
- Building private networks by connecting to partners, customers & suppliers
- Extending networks to connect directly into other ISP's, content providers and carriers
- Gaining direct access to OLCR Global IP network from multiple locations
- Transporting data OLCR's e-WAN network to a number of US MAN's (Metropolitan Area Networks)

Point of Contact:

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Email:GSA@OLCR.COM



Outsourcing to Telecommunications Management & Services OLCR Inc

Outsourcing your company's telecommunications cost management or project management allows your agency to focus on what it does best, while allowing experts at OLCR Inc to do what we do best. Outsourcing does not mean sending the work off to a far away land; OLCR offers a solution that allows a agency to benefit from our in-house telecom consultants. By partnering with a telecommunications consulting firm that specializes in telecom inventory management, telecom order management, Request for Proposal (RFP) management, contract negotiations and telecom auditing, your company can benefit through increased efficiency and telecom cost reduction.

In today's environment, many agencies have consolidated their telecommunications department and IT department in an effort to reduce labor costs. While this certainly does reduce labor costs, it often increases the risk of overwhelming staff and assigning tasks that may not be their area of expertise. An outsourced telecom partner alleviates this problem and allows a company to benefit by having all telecom issues managed by true telecom professionals.

Telecommunications carriers have drastically reduced their staff, thereby leaving customers to fend for themselves when it comes to telecom planning, implementation and telecom billing issues. Reduced support staff at the carrier level has left many agencies in quite a bind. Agencies are forced to spend an increasing amount of time in telecom order management, keeping up with changes in the industry, obtaining support and trying to resolve billing issues. This can cause serious problems for an already over-stretched IT or other department. Outsourcing your telecom management to OLCR will alleviate all of this frustration.

While there are numerous financial, organizational and staffing related reasons to consider outsourcing telecommunications management, a few of the top reasons are discussed below.

Faster and more efficient telecom implementation

Telecom Cost Recovery

Telecom Project Management made hassle-free



**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER
132-52)**

******NOTE: *If offering IT Professional Services with E-Commerce use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.***

1) SCOPE

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b) The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2) PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a) Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract .
- b) The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks. Incentives shall be based on objectively measurable tasks.

3) ORDER

- a) Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b) All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4) PERFORMANCE OF SERVICES

- a) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c) The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.



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- d) Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5) STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- c) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- d) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- e) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6) INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7) RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General may apply.

8) RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.



9) INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10) ORGANIZATIONAL CONFLICTS OF INTEREST

a) Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11) INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12) PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

1) The offeror;



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- 2) **Subcontractors; and/or**
- 3) **Divisions, subsidiaries, or affiliates of the offeror under a common control.**

13) INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

14) APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15) DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

*****NOTE TO CONTRACTORS: The information provided below is designed to assist Contractors in providing complete descriptions and pricing information for the EC Services offered. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should provide the same type of information as it relates to the EC Services offered under the contract.*****

- a) The Contractor shall provide a description of each type of EC Service offered under Special Item Numbers 132-52 E-Commerce. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other ordering activity customers. Please submit a description of all corresponding commercial EC services to be provided.
- b) Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.